

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Request for ProposalSolicitation Number: **NO6520**Due Date: **09/28/05 at 3:00 P.M.**

Date Sent: September 13, 2005

State Cooperative ContractGoods and services to be purchased: **UTAH INTEGRATED LEGAL DATABASES****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u> The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval		Date	Contract Number
Douglas G. Richins, Director			

STATE OF UTAH
DIVISION OF PURCHASING

Request for Proposal

Solicitation Number: NO6520

Due Date: 09/28/05

Vendor Name:

STATE COOPERATIVE CONTRACT - UTAH INTEGRATED LEGAL DATABASES PER ATTACHED SPECIFICATIONS.

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.
COMMODITY CODE: 91528

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a register of proposals shall be established. The register shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

REQUEST FOR PROPOSALS

UTAH INTEGRATED LEGAL DATABASES

Solicitation No. NO6520

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I. EXECUTIVE SUMMARY

A. Purpose

The state of Utah is issuing this Request for Proposals (RFP) to replace a contract that recently expired. The former contract provided Utah with unlimited access to primary and secondary Utah integrated legal sources on CD and over the Internet.

Contract AR997 between the state of Utah and LexisNexis Matthew Bender and Company (hereafter LexisNexis) for a similar product expired on August 30, 2005. A summary of that contract is available at <http://purchasing.utah.gov/agencies/contracts/AR997.pdf>. It is anticipated that this RFP may result in a state cooperative contract award to a single contractor or multiple contractors.

This RFP provides interested offerors with sufficient basic information to submit proposals meeting minimum requirements. This RFP is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

B. Scope of Work

This RFP solicits proposals from offerors to provide access to Utah legal sources for stand-alone users, and for users connected to a network, the Internet, or both. Offerors must provide databases that are: integrated with searching and hyperlinking; updated on a regular basis; secured to prevent alteration. Offerors must also provide subscriptions, distribution, installation, training, updates (i.e., quarterly, monthly, or other specified time frame), data integrity and notification of errors, customer support, and Utah state government and political subdivision licensing. Offerors must demonstrate their ability to reliably provide the required product and services for the full potential term of the contract (almost seven years). Purchasing requires successful offerors to provide quarterly reports for state cooperative contracts.

C. Solicitation Number

All correspondence and proposals related to this RFP must be clearly marked with Solicitation No. NO6520.

D. Important Dates

- RFP issued: Tuesday, September 13, 2005
- Questions about the RFP due: Tuesday, September 20, 2005, 5:00 p.m. MDT
- Proposals due: Wednesday, September 28, 2005, 3:00 p.m. MDT
- Tentative Oral presentations (scheduled at the option of the state): Tuesday, October 11, 2005
- Anticipated award announcement: Friday, October 21, 2005

E. Questions

All questions must be received in writing. Questions regarding the procurement process may be directed to Nancy Orton at nancyo@utah.gov or as otherwise indicated in this RFP. Questions about this RFP may be directed to Ken Hansen at khansen@utah.gov or as otherwise indicated in this RFP.

II. BACKGROUND

A. Historical Context

In 1990, The Michie Company developed a CD-ROM product for the State of New Mexico. This product contained the New Mexico Statutes Annotated, Decisions of the New Mexico Supreme Court, and the Decisions of the New Mexico Court of Appeals.

In 1991, after individuals in Utah became aware of the New Mexico product, the state formed a committee with representation from the Attorney General's Office, the Administrative Office of the Courts, Division of Administrative Rules, the Governor's Office of Planning and Budget, and the Office of Legislative Research and General Counsel. In August 1991, the committee issued a Request for Proposals for a similar product to meet Utah's needs. After an extensive evaluation, the committee selected The Michie Company's proposal as the most responsive and responsible.

In 1994, the state reconstituted its committee representing the same agencies and issued an RFP to provide the state with uninterrupted access to integrated legal databases. The 1994 RFP required the use of Folio Views search engine software and the inclusion of annotations to the Utah Code. The Michie Company was again awarded the contract. The state signed a two-year contract (statewide contract AR997) that included two two-year renewal options.

Again in 1998, a similar committee was again reconstituted. The state issued another RFP that resulted in a contract awarded to The Michie Company (now LexisNexis).

B. Continuing Need

Representatives from the Administrative Office of the Courts, Legislative Research and General Council, and the Division of Administrative Rules have determined that there is continuing need for access to low-cost, authoritative legal information on a portable, stand-alone medium (like CD) and over the Internet. The state has a vested interest to expedite legal research, reduce its dependence on expensive timeshare systems, and make legal sources widely available throughout state government.

C. Existing Product

The Utah Primary Law product that LexisNexis currently provides has evolved to include the following 16 databases:

- Utah Code Annotated 1953 -- Current through the 2005 First Special Session;
- Utah Administrative Code Annotated -- With Updates Current Through May 1, 2005;
- Utah Court Rules Annotated -- With updates received by the publisher as of June 15, 2005;
- Utah Session Laws -- For the last general session dated April 5, 2005;
- Utah Judicial [Appellate] Decisions -- Supreme Court Decisions, January 1861 through July 12, 2005, and Court of Appeals Decisions, 1987 through July 14, 2005;

- Federal Judicial Decisions -- Selected federal cases through July 19, 2005;
- Utah Code Annotated Citator -- Shepard's information for cases annotated in the Utah Code current through June 17, 2005;
- Utah Legislative Rules -- 2004;
- Utah State Bar Ethics Advisory Committee Decisions -- from Opinion No. 90 through Opinion No. 05-02;
- Utah Law Reviews -- 1993 through 2005;
- Opinions of the Attorney General -- November 3, 1967, through August 18, 2003;
- Utah Executive Documents -- 1965 through 2004;
- Utah Tax Commission Decisions -- August 8, 1969, through June 28, 2002;
- Utah Tax Advisory Opinions -- 1989 (89-001DJ) through 2004 (04-013);
- Utah Public Service Commission Decisions -- 1998 through July 7, 2005; and
- Utah Constitutional Convention Proceedings.

The contractor makes the product available by CD and over an access-controlled Internet portal. The CD version is shipped on ISO 9660 compliant CD-ROM discs using NextPage's Folio Views v. 4.3 as the search engine. Updated CDs are shipped six times during the fiscal year (August, October, December, February, April, and June). The Internet portal uses NextPage's LivePublish to distribute the same information.

D. Current Usage

For the purposes of the contract, the term "state" means:

the state of Utah, and includes any office, department, agency, authority, commission, board, institution, hospital, college, university, state official, court, justice court, or other instrumentality of the state."

As of March 2005, under the contract with LexisNexis, the state subscribes to approximately 805 individual CDs with at least 19 of those CDs providing LAN access to 840 additional subscribers. The contract with LexisNexis permits state subscribers to copy databases onto hard drives or Local Area Networks (LANs), host CDs from network CD-ROMs, and to provide unlimited access within the agency. The state does not have usage statistics for the Internet Extranet operated by LexisNexis. However, agencies have indicated that access to the Internet version is critical.

For the purposes of the contract, the term "political subdivision" means:

means any county, city, municipality, town, school district, public transit district, redevelopment agency, independent special district, special improvement or taxing district, improvement district, municipal building authority, metropolitan water district, water conservancy district, special service district, drainage district, irrigation district, separate legal or administrative entity created under Title 11, Chapter 13, Interlocal Cooperation Act, other governmental subdivision, public corporation, quasi-governmental entity, or any other entity constituting a political subdivision under the laws of Utah.

The state has very limited information about how political subdivisions have used the contract. Political subdivisions have reported spending nearly \$25,800 on purchases from contract AR997 from July 1, 2004, through June 30, 2005.

E. Current Costs

The statewide contract with LexisNexis provided that LexisNexis invoiced the state on or shortly after July 1 each year. A total invoice amount of \$32,500 per year was divided into three equal amounts. LexisNexis sent separate invoices to each branch (Legislative Research and General Counsel for the Legislative Branch, the Administrative Office of the Courts for the Judiciary, and the Division of Administrative Rules for the Executive Branch).

Since statewide contracts are also accessible to political subdivisions, LexisNexis gave political subdivisions separate pricing options as detailed in AR997 contract summary (<http://purchasing.utah.gov/agencies/contracts/AR997.pdf>).

F. Current State Technical Environment

Computer Operating Systems and Hardware: The state of Utah utilizes a wide variety of desktop hardware and software based upon Intel architecture. Though the State principally utilizes Microsoft XP, some agencies also use Windows 98, 2000, and NT platforms. Two dominant user-types exist: (1) those on notebook PCs with integrated CD-ROM with wireless access to the Internet; and (2) PCs networked using Novell NetWare with connection to the state's Wide Area Network and access to the Internet over T1 and T3 lines. Employees participating in telecommuting appear to be using older desktop PCs with ISDN or DSL connectivity to the state backbone and the Internet.

State Wide Area Network (WAN): The State's WAN is managed by the Department of Administrative Services, Division of Information Technology Services (ITS) (<http://www.its.utah.gov/>) and is composed of routers connected throughout the State with primarily T1 frame relay connections. The network supports IP and IPX on the main routing backbone. Full Internet access is also provided. ITS utilizes OSPF based routing. There are numerous class "B" addresses using full variable subnet masking on the OSPF network.

Software: State government uses the following browsers: Internet Explorer version 6.x or higher, Netscape Navigator version 7.x or higher, Mozilla version 1.7x or higher, and Firefox version 1.x or higher. The standard office software suite is Microsoft Office. In addition, Adobe Acrobat is widely used.

In 1989, Folio Views became the state standard for text retrieval software. Since that time, some state agencies have acquired licenses for Folio Views. A significant number of state employees have experience using Folio Views.

In 2000, LexisNexis attempted to change the search and retrieval software used on CDs. LexisNexis wanted to transition from NextPage's Folio Views to NextPage's LivePublish product. Because the state perceived a loss of functionality, and a significant decrease in performance with

the LivePublish CD-based access, the contract steering committee expressed dissatisfaction with LivePublish. As a result, LexisNexis upgraded the Utah Primary Law product to use Folio 4 as the search and retrieval software. LivePublish is acceptable as an Internet search and retrieval software product.

G. Product the State Can Produce In-house

The state can produce an Internet-based system (probably without hyperlinks) that includes:

- The current Utah Code 1953 (unannotated)*;
- The current Utah Administrative Code (unannotated)*;
- The current Utah Court Rules (unannotated)*;
- Utah Session Laws (1991 through the present)*;
- Utah Judicial [Appellate] Decisions -- Supreme Court Decisions, 1996 through the present, and Court of Appeals Decisions, April 1987 through the present*;
- Federal Judicial Decisions (10th Circuit and Supreme Court);
- Utah Legislative Rules (1991 through the present)*;
- Utah State Bar Ethics Advisory Committee Decisions (1965 through the present);
- Opinions of the Attorney General (1990 through the present)*;
- Utah Executive Documents (1965 through the present)*;
- Utah Tax Commission Decisions (1984 through the present)*;
- Utah Tax Advisory Opinions (1989 through the present)*;
- Utah Public Service Commission Decisions (1998 through the present)*; and
- Utah Constitutional Convention Proceedings*.

* These data sets are either available from state web pages, or may be obtained from the state.

The list, above, is provided to illustrate a product the state could create. A proposal that offers a product that does not exceed the product the state could produce will not be considered.

III. GENERAL INFORMATION RELATED TO THIS RFP

A. Issuing Office and RFP Reference Number

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Division of Administrative Rules in cooperation with the Office of Legislative Research and General Council, and the Administrative Office of the Courts. The reference number for the transaction is Solicitation No. NO6520. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

B. Important Dates

Following are the key dates for Solicitation No. NO6520, Utah Integrated Legal Databases:

- RFP Issued: Tuesday, September 13, 2005
- Questions Due: Tuesday, September 20, 2005, 5:00 p.m. MDT
- Proposals Due: Wednesday, September 28, 2005, 3:00 p.m. MDT
- Tentative Oral Presentation (at the state's option): Tuesday, October 11, 2005
- Anticipated Award: Friday, October 21, 2005

C. Submitting a Proposal

Prior to the closing date (Wednesday, September 28, 2005, 3:00 p.m. MDT) and time specified, a firm may submit a proposal by providing one original and eight copies identical copies of the proposal to:

State of Utah
Division of Purchasing
3150 State Office Building
Capitol Hill
Salt Lake City, Utah 84114

Proposals received after the Wednesday, September 28, 2005, 3:00 p.m. MDT deadline will be late and ineligible for consideration.

Questions about Utah's procurement process may be directed to Nancy Orton at the address above or at nancyo@utah.gov. General information is also available on Purchasing's web site at <http://www.purchasing.utah.gov/>.

D. Length of Contract

The contract resulting from this RFP will be for a period of two years and eight months (ending June 30, 2008, coinciding with the end of the state's fiscal year). The contract may be extended beyond the original contract period for two additional two-year periods for a total of almost seven years at the State's discretion and by mutual agreement.

E. Price Guarantee Period

All pricing must be guaranteed for the initial term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made during contract renewal discussions. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the state Director of Purchasing. The state will be given the immediate benefit of any decrease in the market, or allowable discount.

F. Contract Terms and Conditions

The state cooperative contract resulting from this RFP will include the State's standard terms and conditions and specific terms and conditions. These terms and conditions are included in the Appendix. The specific terms and conditions may be modified based on negotiations with the successful offeror.

G. Questions

All questions about the content of this RFP must be submitted in writing:

by Mail:	OR	by E-mail	OR	by Fax
Ken Hansen Division of Administrative Rules 4120 State Office Building Salt Lake City, UT 84114		khansen@utah.gov		801-538-1773

Questions are due Tuesday, September 20, 2005, 5:00 p.m. MDT. Questions received after that date and time may not be answered. Questions with answers will be prepared as an addendum to this RFP and will be posted on the Division of Purchasing website.

H. Evaluation Committee

The voting members of the RFP evaluation committee will consist of representatives from Legislative Research and General Counsel, the State Law Library or the Administrative Office of the Courts, and the Division of Administrative Rules. Individuals representing other agencies may participate as ex officio, non-voting, members. During this procurement, contact with individual committee members is limited, as provided in this RFP, to questions and oral presentations.

I. Discussions with Offerors (Oral Presentation)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the state. However, the state may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense. Tentatively, the state has reserved Tuesday, October 11, 2005 for oral presentations.

J. Protected Information

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308;

(2) commercial information or nonindividual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

* * * * *

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

Consistent with Subsection 63-2-304(6) the Division of Purchasing has classified proposals submitted in response to this RFP as protected (Retention and Classification Report for Records Series 16591) except that a successful proposal is available for public inspection for 90 days.

An offeror may also protect portions of a proposal by submitting a Claim of Business Confidentiality to protect trade secrets, commercial information or nonindividual financial information, or both as provided in Subsections 63-2-304(1) and (2).

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

A Claim of Business Confidentiality is appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. A sample Claim of Business Confidentiality is included in the Appendix.

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

K. Possible Actions that the State May Take Associated with this RFP

The evaluation committee may take any of several actions related to this RFP.

1. Cancellation

For any reason, the committee may cancel the RFP. In this event, no further action would be taken on proposals received in response to this RFP. In this event, the committee may renew the existing contract, or may issue a new (separate) RFP.

2. Best and Final Offer

The committee may ask offerors for a Best and Final Offer. As a part of a Best and Final Offer, offerors may be requested to produce a sample set of databases from information that would be included in the final product. Offerors included in the Best and Final may also be requested to make a presentation to the evaluation committee.

3. Recommend Award

The committee may recommend that Purchasing award the contract to a single offeror or to multiple offerors in order to satisfy the needs of the state as described in this RFP.

L. Incurring Costs

The state is not liable for and shall not pay any cost incurred by an offeror prior to the issuance of an agreement, contract, or purchase order. The state will not pay for proposals solicited or obtained in response to the RFP. The proposals will be utilized in determining suitability of services offered.

IV. SCOPE OF WORK

A. Product Sought

1. Basic Content

The state seeks an integrated database product that includes accurate, timely editions of the following databases:

- the current Utah Code (annotated version preferred);
- the current Utah Administrative Code (annotated version preferred);
- the current Utah Court Rules (annotated version preferred);
- the most recent Utah Session Laws for the general session;
- Utah Judicial [Appellate] Decisions -- Supreme Court Decisions from 1861 through the most recent month, and Court of Appeals Decisions from April 1987 through the most recent month;
- Federal Judicial Decisions -- Selected federal cases through the most recent month;
- the current Utah Legislative Rules;
- Utah State Bar Ethics Advisory Committee Decisions -- from at least Opinion No. 90 through the most recent month;
- Utah Law Reviews -- from 1993 through the most recent month;
- Opinions of the Attorney General -- from 1967 through the most recent month;
- Utah Executive Documents -- from 1965 through the most recent month;
- Utah Tax Commission Decisions -- from 1969 through the most recent month;
- Utah Tax Advisory Opinions -- 1989 (89-001DJ) through the most recent month;
- Utah Public Service Commission Decisions -- from 1998 through the most recent month; and
- Utah Constitutional Convention Proceedings.

An offeror may propose to add additional primary or secondary databases to the product.

The product must integrate the databases with hypertext links among the databases. For example, a reference in a Utah Supreme Court opinion to a statute and to an administrative rule must be hyperlinked to the citation source (at least the section level) in the Utah Code and the Utah Administrative Code. The same databases with nearly identical features should be available in the stand-alone version and the Internet version.

The offeror must discuss its approach to expanding and modifying the databases offered by their product. During the course of the contract, the state may request that databases be added or that the structure of a database be modified to accommodate state research needs. As an example, in 2004, the state requested that Public Service Commission decisions be added to the Utah Primary Law product. The state provided the data. The contractor created the database and included it at no additional charge to the state.

The product must be secured utilizing security features that assure data integrity. Offerors are responsible for providing accurate, timely data.

2. Computer Considerations

The software utilized must be Windows XP compatible, and must also operate with Windows 2000, 98, and NT. If a product requires the use of an Internet browser, it must be compatible with any standards compliant browser. A product that requires the use of a specific browser is not desirable.

3. Format

Stand-alone Product: The offeror must propose an option to provide the databases to computers that are not connected to the Internet or a larger network. The product may be distributed on CD-ROM or another medium that is widely accessible.

Internet-accessible Product: The offeror must propose an option to provide the databases to computers that have Internet access. The offeror may restrict access to any IP address that resolves to any state agency address (e.g., utah.gov, state.ut.us, utcourts.gov, utah.edu, usu.edu), by password, or suggest another alternative. The state does not have the resources to manage accounts and passwords for this contract. Access to a portion of an existing on-line service is an acceptable option.

Offerors may propose additional distribution options.

4. Update Frequency

The product must be updated on a periodic basis. Quarterly updates constitute the minimum acceptable update cycle. A different update cycle may be proposed for the stand-alone and Internet accessible products.

B. Services to be Included

1. Services

Offerors must also provide detailed plans to handle the following services:

- subscriptions,
- distribution,
- installation,
- training,
- updates (i.e., quarterly, monthly, other specified time frame),
- data integrity and notification of errors,
- customer support, and
- Utah state government and political subdivision licensing.

2. Support

Offerors must provide a contact person with whom the state will work, and to whom the state may address questions and issues about the products and services. This person should be capable of answering questions about the products and services, and mediate problems with customer support. This person must provide responses within 24 hours. Access to this person by way of E-mail and a toll-free line is essential.

3. Product Usage and Limitations

The state will favor a usage scheme similar to that provided under the former contract that permits the state to pay a flat rate for unlimited access. Under that scheme, the state was permitted to use the databases directly from the medium on which the product is shipped, to copy information on to a local hard drive or Local Area Networks (LANs), or both.

If the offeror intends to limit usage to a specific number or tie usage to a dollar amount, those limitations must be fully described in the offeror's proposal.

4. State and Political Subdivision Issues

If the offeror proposes to present the product and services in one manner to the state and in a different manner to political subdivisions, those differences must be clearly articulated in the offeror's proposal.

5. Product Acceptance Testing

After the award recommendation, but prior to the contract effective date, the successful offeror may be required to provide the committee a copy of the product for acceptance testing. The date for the test acceptance product will be set by the state in consultation with the successful offeror. The offeror should indicate what timing parameters the state should consider, if the state determines that this is necessary.

6. Mandatory Usage Report Requirements

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using the Division of Purchasing's template, in electronic format via E-mail to both contract manager, nancyo@utah.gov, and to salesreports@utah.gov.

After contract award, the Division of Purchasing will provide the contractor by email an Excel spreadsheet template that includes instructions, sample data and all information that must be provided.

Quarterly usage reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

- Quarter #1: July 1 through September 30, due annually by October 30.
- Quarter #2: October 1 through December 31, due annually by January 30.
- Quarter #3: January 1 through March 31, due annually by April 30.

- Quarter #4: April 1 through June 30, due annually by July 30.

An offeror shall identify the name of the individual responsible for preparation of the mandatory usage reports:

NAME:	
MAILING ADDRESS:	
TELEPHONE #:	
FAX NUMBER:	
EMAIL ADDRESS:	

V. OFFEROR QUALIFICATIONS

A. Offeror Stability

The state intends the successful offeror to be able to provide the product and services described in this RFP for the full potential term (almost seven years) of the contract.

1. Stability in General

The offeror must describe its company and give details on the following information:

- Total number of employees
- Years in business
- Number of customers

2. Financial Stability

The offeror must provide the most recent audited financial statements, or recent financial information used to obtain or continue lines of credit or other financing.

3. Experience

Offeror must describe similar products produced for other customers or outline specific experience related to the product and services required by this RFP that would permit the state to evaluate the offeror's capability to perform. At the offeror's option, sample products may be provided to help demonstrate experience.

4. Personnel Qualifications

Offerors must provide resumes for key personnel that will be involved in the delivery of the product and services required by this RFP.

B. Offeror References

Three references are required, but more may be provided. Offerors should provide references selected based upon projects similar to the one being solicited in this RFP. References should have at least six months experience with offeror's product in a production mode. References should have the ability to answer technical (legal or computer) questions.

Supply the following information for each reference:

- Company name;
- Address;
- Contact person;
- Job Title;
- Telephone number;
- Summary of products used;
- Length of time the products have been in use; and
- Total number of products used at this site.

VI. COST PROPOSAL

A. Pricing for State Government and Political Subdivisions

The state intends this RFP to result in the issuance of a state cooperative contract. Under the terms of a state cooperative contract, state government and political subdivisions may purchase items from the contract using the same pricing. The state may recommend that the Division of Purchasing award the contract to a single offeror or to multiple offerors in order to satisfy the needs of the state as described in this RFP.

B. Cost Considerations

The state is interested in proposals that will provide the state access to the databases described under "Basic Content," while reducing the cost to the state. In exchange for a reduction in the entity licensing cost, the state is willing to consider updates at intervals less frequent than six times a year, but not less frequent than quarterly. The state encourages offerors to creatively consider options that will address this desire.

(Cost Proposal information continued on following page)

C. Cost Proposal

Utah Integrated Legal Databases RFP State Government and Political Subdivision Pricing							
Offeror's Name:							
Product Description:							
Databases Included:	<input type="checkbox"/> the 15 databases requested as "Basic Content".						
Media Combination	Single User License Pricing per Year		Multiple User License Pricing per Year		Entity License Pricing per Year (branch of state government, branch of a political subdivision)		Other Use Limitations
Period*	Eight months	Full year	Eight months	Full year	Eight months	Full year	
Stand-alone							
Internet							
Stand-alone and Internet							
Other							
Pricing for additional databases:							
Title of Database				Cost			
NOTES: * The periods account for the first period in the first term that is estimated to be eight months long. All other periods will be a full fiscal year.							

VII. PROPOSAL RESPONSE FORMAT

A. Required Information

Each proposal must be organized and tabbed with labels for the bolded headings below. In addition, information for which the offeror intends to assert a claim of business confidentiality must appear on a page separate from other information, and that page must be conspicuously marked "PROTECTED." If a claim of business confidentiality is asserted, the offeror must also attach a written Claim of Business Confidentiality. A sample form is included in the appendix.

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary briefly describing the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. A claim of business confidentiality should be noted in this section.
3. **Scope of Work:** This section should constitute the major portion of the proposal and must contain at least the following information: A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements with the proposal demonstrating the offeror's understanding of the desired overall performance expectations and indicating any options or alternatives proposed; and include a specific point-by-point response, in the order listed, to each requirement in the RFP.
 - a. **Product**
 - i. Basic Content
 - ii. Computer Considerations
 - iii. Formats
 1. Stand-alone product
 2. Internet-accessible product
 - iv. Update Frequency
 - b. **Services**
 - i. Services
 - ii. Support
 - iii. Product Usage and Limitations
 - iv. State and Political Subdivision Issues
 - v. Product Acceptance Testing
 - vi. Mandatory Usage Reports
4. **Offeror Qualifications.**
 - a. Offeror Stability
 - b. Offeror References.
5. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form (see Appendix).

B. Optional Information

The following items, may be included at the offeror's option

1. Claim of Business Confidentiality (see Appendix);
2. Sample Products;
3. Product Brochures;
4. Other Information.

VIII. PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

WEIGHT	EVALUATION CRITERIA
30%	Demonstrated technical capability (product). Technical excellence, and product quality, and a proven track record based on information included in or related to the "Scope of Work" section pertaining to the "Product Sought."
15%	Demonstrated ability to meet the scope of work (services). Scope and Quality of Services based on information included in or related to the "Scope of Work" section pertaining to "Services to be Included."
15%	Stability, qualification, and expertise of offeror and staff proposed for this project based on information included in or related to the "Offeror Stability" section.
10%	Performance references for similar projects. Offeror references based on information included in or related to the "Offeror References" section. This will also be based on an evaluation of responses from references contacted.
30%	Cost based on costs to state government, and political subdivisions as presented in the "Cost Proposal" section.
100%	Total Scoring Possible

A copy of the "RFP Evaluation Score Sheet" has been included in the Appendix.

IX. APPENDIX

A. State Cooperative Price Agreement Standard Terms and Conditions

Standard Contract Terms and Conditions
State of Utah, State Cooperative Contract

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 8. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 10. RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

11. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Refer to the Specific Terms and Conditions, paragraph 2.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. Additional State Terms and Conditions; 3. Contractor Terms and Conditions.

39. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 7/5/2005

B. Specific Terms and Conditions

Specific Terms and Conditions

1. STATE PARTICIPATION: This is a contract for furnishing the State of Utah government (including any office, department, agency, authority, commission, board, institution, hospital, college, university, state official, court, justice court, or other instrumentality of the state) and political subdivisions.

2. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (including any county, city, municipality, town, school district, public transit district, redevelopment agency, independent special district, special improvement or taxing district, improvement district, municipal building authority, metropolitan water district, water conservancy district, special service district, drainage district, irrigation district, separate legal or administrative entity created under Title 11, Chapter 13, Interlocal Cooperation Act, other governmental subdivision, public corporation, quasi-governmental entity, or any other entity constituting a political subdivision under the laws of Utah) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

3. CONTRACT PERIOD : The contract is effective on October 15, 2005, for a period of two years and eight months (until June 30, 2008). The STATE may renew the contract for up to two subsequent two-year periods each beginning on July 1 and ending on June 30.

4. SOLE POINT OF CONTACT: The CONTRACTOR shall name one coordinating individual to serve as the CONTRACTOR's contact with the STATE through the life of the contract. The contact shall be able to respond to product and service questions. The CONTRACTOR shall also provide an E-mail address and a toll-free telephone number by which the STATE may reach this individual. The STATE shall establish a steering committee with a chair. The steering committee chair shall be the central contact for the STATE.

5. PERIODIC COMMUNICATION: The CONTRACTOR shall report changes and advances (the most recent release of information database, software, hardware, and training available, etc.) to the STATE steering committee chair on an annual basis.

6. UPDATE SCHEDULE: The CONTRACTOR shall, with the concurrence of the STATE steering committee, establish an annual publication schedule. The publication schedule shall include cut-off dates for data shipments from the STATE to the CONTRACTOR, publication dates, product shipment dates, and training schedules.

7. SUBSCRIPTION LISTS: The CONTRACTOR agrees to disclose to the STATE steering committee subscription lists upon request. The subscription list shall include the name, address, number of products, and other relevant information for purchases made under this contract.

8. FINANCIAL ARRANGEMENTS: Pursuant to the Standard Contract Terms and Conditions provision 12, upon termination the CONTRACTOR shall prorate existing subscriptions and refund the prorated amount to subscribers.

9. MINIMUM SHIPMENT: For the purposes of "Delivery", the minimum shipment quantity is one disc.

10. OWNERSHIP UPON TERMINATION: The STATE and CONTRACTOR agree that upon expiration or cancellation of the contract the STATE assumes ownership of, with unrestricted rights to use the subscription list for individuals and entities that have participated under this contract.

11. ERROR NOTIFICATION: Each party agrees to notify the other party of errors identified in the product after each update is released. The CONTRACTOR agrees to notify subscribers of errors using a method approved by the STATE.

12. PAYMENT SCHEDULE: Each party agrees that the CONTRACTOR shall invoice the STATE for products and services provided under this contract on the following schedule:

TERM	PERIOD	INVOICE DATE
1	1. 11/1/2005 through 06/30/2006	11/15/2005
	2. 07/01/2006 through 06/30/2007	07/01/2006
	3. 07/01/2007 through 06/30/2008	07/01/2007
2 (requires renewal)	4. 07/01/2008 through 6/30/2009	07/01/2008
	5. 07/01/2009 through 6/30/2010	07/01/2009
3 (requires renewal)	6. 07/01/2010 through 6/30/2011	07/01/2010
	7. 07/01/2011 through 6/30/2012	07/01/2011

C. RFP Evaluation Score Sheet

UTAH INTEGRATED LEGAL DATABASES -- SOLICITATION NO. NO6520
RFP EVALUATION SCORE SHEET

Offeror Name <hr/> Evaluator: <hr/> Date:	Score will be assigned as follows: 0 = Failure, no response 1 = Poor, inadequate, fails to meet requirement 2 = Fair, only partially responsive 3 = Average, meets minimum requirement 4 = Above average, exceeds minimum requirement 5 = Superior
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Evaluation Criteria	Possible Points	Score (0-5)	Weight (0-5)	Points
1. Demonstrated technical capability (product) -- 30%	----	----	----	----
a. Basic Content	10		X 2	
b. Computer Considerations	5		X 1	
c. Formats	10		X 2	
d. Update Frequency	5		X 1	
2. Demonstrated ability to meet the scope of work (services) -- 15%	----	----	----	
a. Services	2.5		X 0.5	
b. Support	2.5		X 0.5	
c. Product Usage and Limitations	5		X 1	
d. State and Political Subdivision Issues	2.5		X 0.5	
e. Mandatory Reporting	2.5		X 0.5	
3. Stability, expertise, and experience of staff -- 15%	15		X 3	
4. Performance references for similar projects -- 10%	10		X 2	
5. Cost -- 30% *	30	----	*	
TOTAL EVALUATION POINTS	100		Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror who's Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

D. Sample Claim of Business Confidentiality

CLAIM OF BUSINESS CONFIDENTIALITY

Pursuant to Utah Code Ann., Subsections 63-2-304(1) and (2), and in accordance with Section 63-2-308, _____ (company name) asserts a claim of business confidentiality to protect the following information submitted as part of a Request for Proposals.

- ☐ non-public financial statements
- ☐ specific employee name and contact information
- ☐ specific customer information, client lists, or subscription lists
- ☐ other (specify): _____

This claim is asserted because this information requires protection as it includes:

☐ trade secrets as defined in Section 13-24-2 ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.)

☐ commercial information or nonindividual financial information obtained from a person if: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; [and] (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access;

Following is a concise statement of reasons supporting the claim of business confidentiality:

[illegible]

Signed: _____
On behalf of (company): _____
Date: _____